

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
REGION 31**

**21ST CENTURY VALET PARKING, LLC D/B/A
STAR GARDEN ENTERPRISE**

Employer

Case 31-RC-301557

and

ACTORS' EQUITY ASSOCIATION

Petitioner

**21ST CENTURY VALET PARKING, LLC D/B/A
STAR GARDEN ENTERPRISE AND SJPSC, LLC
D/B/A DREAMS, A SINGLE EMPLOYER**

and

Cases 31-CA-291825

31-CA-292239

31-CA-293098

31-CA-293599

STRIPPERS UNITED INC.

31-CA-303519

31-CA-303537

and

Case 31-CA-292575

AN INDIVIDUAL

and

Case 31-CA-311939

ACTORS' EQUITY ASSOCIATION

**ORDER FURTHER CONSOLIDATING CASES, THIRD CONSOLIDATED
COMPLAINT AND NOTICE OF HEARING**

On December 6, 2022, an Order Consolidating Cases, Complaint and Notice of Hearing
issued in Cases 31-CA-291825, 31-CA-292239, 31-CA-292575, 31-CA-293098, 31-CA-293599,

and 31-CA-303537 alleging 21st Century Valet Parking LLC D/B/A Star Garden Enterprise (Respondent Star Garden) had engaged in unfair labor practices in violation of the National Labor Relations Act (the Act), 29 U.S.C. § 151 et seq. On December 12, 2022, a Report on Challenged Ballots, Order Consolidating Hearing, and Notice of Hearing issued ordering that those cases be consolidated with Case 31-RC-301557 for purposes of hearing, ruling, and a decision by an administrative law judge. On January 26, 2023, an Order Further Consolidating Cases, Second Consolidated Complaint and Notice of Hearing issued ordering that those cases be further consolidated with Case 31-CA-303519.

Pursuant to Section 102.33 of the Rules and Regulations of the National Labor Relations Board (the Board) and to avoid unnecessary costs or delay, IT IS ORDERED THAT those cases are further consolidated with Case 31-CA-311939, filed by Actors' Equity Association, which alleges that Respondent Star Garden and SJPSC, LLC d/b/a Dreams (Respondent Dreams), as a single employer, have engaged in further unfair labor practices within the meaning of the Act.

This Third Consolidated Complaint and Notice of Hearing, issued pursuant to Section 10(b) of the Act and Section 102.15 of the Board's Rules and Regulations, is based on these consolidated cases and alleges Respondent Star Garden and Respondent Dreams, as a single employer, referred to herein collectively as Respondents, have violated the Act as described below.

1. The charges in the above cases were filed by the respective Charging Parties, as set forth in the following table, and served upon the respective Respondents on the dates indicated by U.S. Mail:

Case Number	Amendment	Charging Party	Respondent	Date Filed	Date Served
31-CA-291825	n/a	An Individual	Star Garden	3/7/2022	3/8/2022

31-CA-291825	First Amended	Strippers United	Star Garden	9/19/2022	9/20/2022
31-CA-292239	n/a	An Individual	Star Garden	3/14/2022	3/15/2022
31-CA-292239	First Amended	Strippers United	Star Garden	9/19/2022	9/20/2022
31-CA-292575	n/a	An Individual	Star Garden	3/21/2022	3/21/2022
31-CA-293098	n/a	An Individual	Star Garden	3/28/2022	3/29/2022
31-CA-293098	First Amended	Strippers United	Star Garden	9/19/2022	9/20/2022
31-CA-293599	n/a	Strippers United	Star Garden	4/4/2022	4/6/2022
31-CA-303519	n/a	Strippers United	Star Garden	9/14/2022	9/16/2022
31-CA-303537	n/a	Strippers United	Star Garden	9/15/2022	9/16/2022
31-CA-311939	n/a	Actors' Equity Association	Star Garden and Dreams	2/9/2023	2/10/2023
31-CA-311939	First Amended	Actors' Equity Association	Star Garden and Dreams	4/11/2023	4/11/2023

2. (a) At all material times, Respondent Star Garden has been a limited liability company with an office and place of business in Los Angeles, California (Star Garden facility) where it has been engaged in operating an adult entertainment venue selling drinks and providing services to guests.

(b) At all material times, Respondent Dreams has been a limited liability company with an office and place of business in Wilmington, California (Dreams facility) where it has been engaged in operating an adult entertainment venue selling drinks and providing services to guests.

(c) At all material times, Respondent Star Garden and Respondent Dreams have been affiliated business enterprises with common ownership or financial control; common management; interrelated operations, including interchange of personnel with each other; and/or centralized control of labor relations.

(d) Based on its operations described above in paragraph 2(c), Respondent Star Garden and Respondent Dreams constitute a single-integrated business enterprise and a single employer within the meaning of the Act.

(e) From about December 6, 2022, to about April 9, 2023, Respondent Star Garden was a debtor-in-possession with full authority to continue its operations and to exercise all powers necessary to administer its business.

(f) Since about April 9, 2023, David Keith Gottlieb has been duly designated by appointment by the United States Trustee as the trustee in bankruptcy of Respondent Star Garden.

3. (a) In conducting its operations described above in paragraph 2(a) from about October 2021 through July 2022, Respondent Star Garden has derived gross revenues of \$424,587, and on a projected basis for the 12-month period commencing about October 2021, Respondent will have derived gross revenues in excess of \$500,000.

(b) During the period of time described above in paragraph 2(a), Respondent Star Garden purchased and received at its Los Angeles, California facility goods and services valued in excess of \$2,700 directly from points outside the State of California.

(c) Respondents collectively, in conducting their operations during the calendar year ending December 31, 2022, described in paragraph 2(a) and (b), derived gross revenues in excess of \$500,000.

(d) Respondents collectively, during the calendar year ending December 31, 2022, purchased and received goods and materials valued in excess of \$5,000 directly from entities outside the State of California.

4. At all material times, Respondents have been employers engaged in commerce within the meaning of Section 2(2), (6) and (7) of the Act.

5. At all material times, Actors' Equity Association has been a labor organization within the meaning of Section 2(5) of the Act.

6. At all material times, the following individuals held the positions set forth opposite their respective names and have been supervisors of the Respondents within the meaning of Section 2(11) of the Act and/or agents of Respondents within the meaning of Section 2(13) of the Act:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

7. (a) At all material times, the following individuals held the positions set forth opposite their respective names and have been agents of Respondents within the meaning of Section 2(13) of the Act:

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) (6), (b) (7)(C)

(b) At all material times, Respondent Star Garden's (b) (6), (b) (7)(C) has been an agent of Respondents within the meaning of Section 2(13) of the Act.

8. (a) Concerns regarding employee safety in the workplace are issues of vital importance to employees and implicate significant terms and conditions of employment.

(b) Raising concerns about employee safety in the workplace is conduct that is inherently concerted under Act.

9. (a) About (b) (6), (b) (7)(C) 2021, Respondent Star Garden's employee known by the alias (b) (6), (b) (7)(C) engaged in concerted activities for the purpose of mutual aid and protection by, inter alia, raising concerns about employee safety in the workplace and Respondent Star Garden's policies regarding unruly customers.

(b) About (b) (6), (b) (7)(C) 2021, Respondents or, in the alternative, Respondent Star Garden discharged the employee known by the alias (b) (6), (b) (7)(C)

(c) Respondents or, in the alternative, Respondent Star Garden engaged in the conduct described above in paragraph 9(b) because the named employee engaged in the conduct described above in paragraph 9(a), and to discourage other employees from engaging in these or other concerted activities.

(d) Respondents or, in the alternative, Respondent Star Garden engaged in the conduct described above in paragraph 9(b) to prevent future concerted activities by (b) (6), (b) (7)(C) and other employees.

10. (a) About (b) (6), (b) (7)(C) 2022, Respondent Star Garden's employee known by the alias (b) (6), (b) (7)(C) engaged in concerted activities for the purpose of mutual aid and protection by, inter alia, raising concerns about employee safety in the workplace and Respondent Star Garden's policies toward customers.

(b) About (b) (6), (b) (7)(C) 2022, Respondents or, in the alternative, Respondent Star Garden discharged the employee known by the alias (b) (6), (b) (7)(C)

(c) Respondents or, in the alternative, Respondent Star Garden engaged in the conduct described above in paragraph 10(b) because the named employee engaged in the

conduct described above in paragraph 10(a), and to discourage other employees from engaging in these or other concerted activities.

(d) Respondents or, in the alternative, Respondent Star Garden engaged in the conduct described above in paragraph 10(b) to prevent future concerted activities by (b) (6), (b) (7)(C) and other employees.

11. (a) About (b) (6), (b) (7)(C) 2022, Respondent Star Garden's employee known by the alias (b) (6), (b) (7)(C) engaged in concerted activities for the purpose of mutual aid and protection by, inter alia, raising concerns about employee safety in the workplace and Respondent Star Garden's enforcement of its rules.

(b) About (b) (6), (b) (7)(C) 2022, Respondents or, in the alternative, Respondent Star Garden discharged the employee known by the alias (b) (6), (b) (7)(C)

(c) Respondents or, in the alternative, Respondent Star Garden engaged in the conduct described above in paragraph 11(b) because the named employee engaged in the conduct described above in paragraph 11(a), and to discourage other employees from engaging in these or other concerted activities.

(d) Respondents or, in the alternative, Respondent Star Garden engaged in the conduct described above in paragraph 11(b) to prevent future concerted activities by (b) (6), (b) (7)(C) and other employees.

12. (a) About March 18, 2022, Respondent Star Garden's employees, known by the following aliases, [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], and [REDACTED], engaged in concerted activities for the purpose of mutual aid and protection by signing and/or delivering a petition to Respondent Star Garden which demanded

changes to Respondent Star Garden's workplace safety practices and the reinstatement of employees (b) (6), (b) (7)(C) and (b) (6), (b) (7)(C)

(b) About (b) (6), (b) (7)(C), 2022, Respondent Star Garden’s employees, known by the following aliases, (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), (b) (6), (b) (7)(C), and (b) (6), (b) (7)(C) engaged in concerted activities for mutual aid and protection by withholding services from Respondent Star Garden because Respondent Star Garden refused to respond to their concerns about its workplace safety practices.

(c) From about [REDACTED], 2022, through [REDACTED] 2022, Respondent Star Garden's employees, known by the following aliases, [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], engaged in concerted activities for the purpose of mutual aid and protection by conducting an informational picket outside of Respondent Star Garden's facility.

[illegible]

(e) Respondents or, in the alternative, Respondent Star Garden engaged in the conduct described in paragraph 12(d) because the named employees engaged in the conduct described in paragraphs 12(a), 12(b), and 12(c), and to discourage employees from engaging in these or other concerted activities.

13. (a) Since about March 16, 2022, Respondents or, in the alternative, Respondent Star Garden classified their employee dancers as independent contractors.

(b) Respondents or, in the alternative, Respondent Star Garden maintained the misclassification described above in paragraph 13(a) to discourage employees from joining a union or engaging in other concerted activities.

14. About April 1, 2022, Respondents or, in the alternative, Respondent Star Garden, by (b) (6), (b) (7)(C), at the entrance to Respondent Star Garden's facility, engaged in surveillance by recording video of employees engaged in concerted activities.

15. About January 25, 2023, Respondents or, in the alternative, Respondent Star Garden, through its filings in the United States Bankruptcy Court for the Central District of California, after the issuance of the initial Consolidated Complaint in this matter, publicly announced it sought to end topless dancing at Respondent Star Garden in part because of the "labor related legal costs and expenses associated with operating a topless bar."

16. (a) About March 1, 2023, Respondents discontinued their business operations at the Star Garden facility, while continuing to operate the Dreams facility.

(b) As a result of the conduct described above in paragraph 16(a), Respondents laid off its remaining employees at the Star Garden facility.

(c) Respondents engaged in the conduct described above in paragraphs 16(a) and 16(b) because Respondents' employees engaged in the conduct described above in paragraphs 9(a), 10(a), 11(a), 12(a)-(c), and to discourage employee(s) from engaging in these or other concerted activities.

(d) Respondents engaged in the conduct described above in paragraphs 16(a) and 16(b) because the employees of Respondents sought to be represented by the Union and to discourage employees from engaging in these activities.

(e) Respondents engaged in the conduct described above in paragraphs 16(a) and 16(b) with the intent and foreseeable effect of chilling union and/or protected concerted activity of remaining employees working at Respondents' Dreams facility.

(f) Respondents engaged in the conduct described above in paragraphs 16(a) and 16(b) because employees filed charges with the Board, cooperated in Board investigations, and/or filed a representation petition with the Board.

17. By the conduct described above in paragraphs 9(b)-(d), 10(b)-(d), 11(b)-(d), 12(d) and (e), 13, 14, 15, 16(a)-(c) and (e), Respondents or, in the alternative, Respondent Star Garden, have been interfering with, restraining, and coercing employees in the exercise of the rights guaranteed in Section 7 of the Act in violation of Section 8(a)(1) of the Act.

18. By the conduct described above in paragraphs 16(a), (b), (d), and (e), Respondents have been discriminating in regard to the hire or tenure or terms or conditions of employment of its employees, thereby discouraging membership in a labor organization in violation of Section 8(a)(1) and (3) of the Act.

19. By the conduct described above in paragraphs 16(a), (b), (e), and (f), Respondents have been discriminating against employees for filing charges or giving testimony under the Act in violation of Section 8(a)(1) and (4) of the Act.

20. The unfair labor practices of Respondents described above affect commerce within the meaning of Section 2(6) and (7) of the Act.

WHEREFORE, as part of the remedy for the unfair labor practices alleged above in paragraphs 9(b)-(d), 10(b)-(d), 11(b)-(d), 12(d) and (e), 13, 14, 15, and 16, the General Counsel seeks an Order requiring Respondents to:

i. In the event the Chapter 7 bankruptcy action referenced above in paragraph 2(e) is dismissed or converted, within 14 days of a Board order, reopen the Star Garden facility and restore the business operation of Respondent Star Garden as it existed prior to March 2023 and within 14 days:

(a) offer, in writing, to the employees laid off as a result of the closure of its operation, immediate and full reinstatement to their former jobs, or if those jobs no longer exist, to substantially equivalent positions, without any prejudice to their rights and/or privileges previously enjoyed;

[illegible]

ii. In the event that Respondents do not reopen and restore the Star Garden facility, within 14 days of a Board order:

(a) offer, in writing, to the employees laid off as a result of the closure of its operation, immediate and full reinstatement to substantially equivalent positions at Respondents' Dreams facility, without any prejudice to their rights and/or privileges previously enjoyed;

(b) offer, in writing, to the 18 employees Respondents locked out and/or discharged
and who are known by the aliases below, immediate and full reinstatement to substantially
equivalent positions at Respondents' Dreams facility, without any prejudice to their rights and/or
privileges previously enjoyed -- [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED],
[REDACTED], [REDACTED], [REDACTED], [REDACTED] and [REDACTED].

x. Post the Board's Explanation of Employee Rights Poster for one year to ensure that employees fully understand their rights under the Act; and

xi. Within 60 days of the issuance of a Board Order, permit a Board Agent to conduct a training on the National Labor Relations Act and unfair labor practices for all management officials and supervisors employed by Respondent. This training will take place either in person or via a videoconference platform, at the General Counsel's discretion. The date, time, and manner of the training must be approved by the General Counsel. The General Counsel will determine the curriculum for the training.

The General Counsel further seeks any and all other relief as may be just and proper to remedy the unfair labor practices alleged.

ANSWER REQUIREMENT

Respondents are notified that, pursuant to Sections 102.20 and 102.21 of the Board's Rules and Regulations, they must file an answer to the complaint. The answer must be **received by this office on or before May 2, 2023, or postmarked on or before May 1, 2023.**

Respondents also must serve a copy of the answer on each of the other parties.

The answer must be filed electronically through the Agency's website. To file electronically, go to www.nlr.gov, click on **E-File Documents**, enter the NLRB Case Number, and follow the detailed instructions. Responsibility for the receipt and usability of the answer rests exclusively upon the sender. Unless notification on the Agency's website informs users that the Agency's E-Filing system is officially determined to be in technical failure because it is unable to receive documents for a continuous period of more than 2 hours after 12:00 noon (Eastern Time) on the due date for filing, a failure to timely file the answer will not be excused on the basis that the transmission could not be accomplished because the Agency's website was off-line or unavailable for some other reason. The Board's Rules and Regulations require that an

answer be signed by counsel or non-attorney representative for represented parties or by the party if not represented. See Section 102.21. If the answer being filed electronically is a pdf document containing the required signature, no paper copies of the answer need to be transmitted to the Regional Office. However, if the electronic version of an answer to a complaint is not a pdf file containing the required signature, then the E-filing rules require that such answer containing the required signature continue to be submitted to the Regional Office by traditional means within three (3) business days after the date of electronic filing. Service of the answer on each of the other parties must still be accomplished by means allowed under the Board's Rules and Regulations. The answer may not be filed by facsimile transmission. If no answer is filed, or if an answer is filed untimely, the Board may find, pursuant to a Motion for Default Judgment, that the allegations in the complaint are true.

NOTICE OF HEARING

PLEASE TAKE NOTICE THAT on **May 15, 2023, 9:00am at 11500 W. Olympic Blvd., Suite 600, Los Angeles, CA 90064**, in an available hearing room, and on consecutive days thereafter until concluded, a hearing will be conducted before an administrative law judge of the National Labor Relations Board. At the hearing, Respondent and any other party to this proceeding have the right to appear and present testimony regarding the allegations in this complaint. Additionally, the parties to case 31-RC-301557 will have the right to appear and

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present testimony regarding the challenges involved in that case. The procedures to be followed at the hearing are described in the attached Form NLRB-4668. The procedure to request a postponement of the hearing is described in the attached Form NLRB-4338.

Dated: April 18, 2023



Mori Rubin
Regional Director
National Labor Relations Board, Region 31
11500 W Olympic Blvd., Suite 600
Los Angeles, CA 90064-1753

Attachments

UNITED STATES GOVERNMENT
NATIONAL LABOR RELATIONS BOARD
NOTICE

Case 31-CA-291825

The issuance of the notice of formal hearing in this case does not mean that the matter cannot be disposed of by agreement of the parties. On the contrary, it is the policy of this office to encourage voluntary adjustments. The examiner or attorney assigned to the case will be pleased to receive and to act promptly upon your suggestions or comments to this end.

An agreement between the parties, approved by the Regional Director, would serve to cancel the hearing. However, unless otherwise specifically ordered, the hearing will be held at the date, hour, and place indicated. Postponements ***will not be granted*** unless good and sufficient grounds are shown ***and*** the following requirements are met:

- (1) The request must be in writing. An original and two copies must be filed with the Regional Director when appropriate under 29 CFR 102.16(a) or with the Division of Judges when appropriate under 29 CFR 102.16(b).
- (2) Grounds must be set forth in ***detail***;
- (3) Alternative dates for any rescheduled hearing must be given;
- (4) The positions of all other parties must be ascertained in advance by the requesting party and set forth in the request; and
- (5) Copies must be simultaneously served on all other parties (listed below), and that fact must be noted on the request.

Except under the most extreme conditions, no request for postponement will be granted during the three days immediately preceding the date of hearing.

(b) (6), (b) (7)(C)

21st Century Valet Parking LLC d/b/a/ Star
Garden
6630 Lankershim Blvd.
North Hollywood, CA 91606

Jordan A. Palmer , Head of Legal Dept.
Strippers United Inc.
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(b) (6), (b) (7)(C)

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(b) (6), (b) (7)(C)
21st Century Valet Parking, LLC d/b/a Star
Garden
263 West Olive Ave, #378
Burbank, CA 91502

(b) (6), (b) (7)(C)
SJPSCL, LLC d/b/a Dreams Club
263 W Olive Ave #378
Burbank, CA 91502

(b) (6), (b) (7)(C)
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(b) (6), (b) (7)(C)
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(b) (6), (b) (7)(C)
21st Century Valet Parking, LLC d/b/a Star
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(b) (6), (b) (7)(C)
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(b) (6), (b) (7)(C)
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Procedures in NLRB Unfair Labor Practice Hearings

The attached complaint has scheduled a hearing that will be conducted by an administrative law judge (ALJ) of the National Labor Relations Board who will be an independent, impartial finder of facts and applicable law. **You may be represented at this hearing by an attorney or other representative.** If you are not currently represented by an attorney, and wish to have one represent you at the hearing, you should make such arrangements as soon as possible. A more complete description of the hearing process and the ALJ's role may be found at Sections 102.34, 102.35, and 102.45 of the Board's Rules and Regulations. The Board's Rules and regulations are available at the following link: www.nlr.gov/sites/default/files/attachments/basic-page/node-1717/rules_and_regs_part_102.pdf.

The NLRB allows you to file certain documents electronically and you are encouraged to do so because it ensures that your government resources are used efficiently. To e-file go to the NLRB's website at www.nlr.gov, click on "e-file documents," enter the 10-digit case number on the complaint (the first number if there is more than one), and follow the prompts. You will receive a confirmation number and an e-mail notification that the documents were successfully filed.

Although this matter is set for trial, this does not mean that this matter cannot be resolved through a settlement agreement. The NLRB recognizes that adjustments or settlements consistent with the policies of the National Labor Relations Act reduce government expenditures and promote amity in labor relations and encourages the parties to engage in settlement efforts.

I. BEFORE THE HEARING

The rules pertaining to the Board's pre-hearing procedures, including rules concerning filing an answer, requesting a postponement, filing other motions, and obtaining subpoenas to compel the attendance of witnesses and production of documents from other parties, may be found at Sections 102.20 through 102.32 of the Board's Rules and Regulations. In addition, you should be aware of the following:

- **Special Needs:** If you or any of the witnesses you wish to have testify at the hearing have special needs and require auxiliary aids to participate in the hearing, you should notify the Regional Director as soon as possible and request the necessary assistance. Assistance will be provided to persons who have handicaps falling within the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and 29 C.F.R. 100.603.
- **Pre-hearing Conference:** One or more weeks before the hearing, the ALJ may conduct a telephonic prehearing conference with the parties. During the conference, the ALJ will explore whether the case may be settled, discuss the issues to be litigated and any logistical issues related to the hearing, and attempt to resolve or narrow outstanding issues, such as disputes relating to subpoenaed witnesses and documents. This conference is usually not recorded, but during the hearing the ALJ or the parties sometimes refer to discussions at the pre-hearing conference. You do not have to wait until the prehearing conference to meet with the other parties to discuss settling this case or any other issues.

II. DURING THE HEARING

The rules pertaining to the Board's hearing procedures are found at Sections 102.34 through 102.43 of the Board's Rules and Regulations. Please note in particular the following:

- **Witnesses and Evidence:** At the hearing, you will have the right to call, examine, and cross-examine witnesses and to introduce into the record documents and other evidence.
- **Exhibits:** Each exhibit offered in evidence must be provided in duplicate to the court reporter and a copy of each of each exhibit should be supplied to the ALJ and each party when the exhibit is offered

in evidence. If a copy of any exhibit is not available when the original is received, it will be the responsibility of the party offering such exhibit to submit the copy to the ALJ before the close of hearing. If a copy is not submitted, and the filing has not been waived by the ALJ, any ruling receiving the exhibit may be rescinded and the exhibit rejected.

- **Transcripts:** An official court reporter will make the only official transcript of the proceedings, and all citations in briefs and arguments must refer to the official record. The Board will not certify any transcript other than the official transcript for use in any court litigation. Proposed corrections of the transcript should be submitted, either by way of stipulation or motion, to the ALJ for approval. Everything said at the hearing while the hearing is in session will be recorded by the official reporter unless the ALJ specifically directs off-the-record discussion. If any party wishes to make off-the-record statements, a request to go off the record should be directed to the ALJ.
- **Oral Argument:** You are entitled, on request, to a reasonable period of time at the close of the hearing for oral argument, which shall be included in the transcript of the hearing. Alternatively, the ALJ may ask for oral argument if, at the close of the hearing, if it is believed that such argument would be beneficial to the understanding of the contentions of the parties and the factual issues involved.
- **Date for Filing Post-Hearing Brief:** Before the hearing closes, you may request to file a written brief or proposed findings and conclusions, or both, with the ALJ. The ALJ has the discretion to grant this request and to will set a deadline for filing, up to 35 days.

III. AFTER THE HEARING

The Rules pertaining to filing post-hearing briefs and the procedures after the ALJ issues a decision are found at Sections 102.42 through 102.48 of the Board's Rules and Regulations. Please note in particular the following:

- **Extension of Time for Filing Brief with the ALJ:** If you need an extension of time to file a post-hearing brief, you must follow Section 102.42 of the Board's Rules and Regulations, which requires you to file a request with the appropriate chief or associate chief administrative law judge, depending on where the trial occurred. You must immediately serve a copy of any request for an extension of time on all other parties and furnish proof of that service with your request. You are encouraged to seek the agreement of the other parties and state their positions in your request.
- **ALJ's Decision:** In due course, the ALJ will prepare and file with the Board a decision in this matter. Upon receipt of this decision, the Board will enter an order transferring the case to the Board and specifying when exceptions are due to the ALJ's decision. The Board will serve copies of that order and the ALJ's decision on all parties.
- **Exceptions to the ALJ's Decision:** The procedure to be followed with respect to appealing all or any part of the ALJ's decision (by filing exceptions with the Board), submitting briefs, requests for oral argument before the Board, and related matters is set forth in the Board's Rules and Regulations, particularly in Section 102.46 and following sections. A summary of the more pertinent of these provisions will be provided to the parties with the order transferring the matter to the Board.